

AGREEMENT
Between
BOARD OF SCHOOL COMMISSIONERS
OF MOBILE COUNTY
And
[Inset name of Contractor]

This Agreement is made this _____ day of _____, 200__ between the Board of School Commissioners of Mobile County, whose address is 504 Government Street, Mobile, AL 36602, hereinafter referred to as the “BOARD”, and _____, whose address is _____
[physical address of Contractor]

_____, _____, _____, _____, hereinafter referred to as “CONTRACTOR.”

The purpose of this Agreement is for the BOARD to retain the services of the CONTRACTOR to implement _____, as described herein, at _____.

TERM

CONTRACTOR agrees to provide the services to implement _____, at _____.

The BOARD agrees to pay CONTRACTOR A TOTAL FEE, not to exceed \$ _____.

The CONTRACTOR further agrees to provide the BOARD with documentation, as evidence of services rendered two (2) weeks prior to each installment.

CONTRACTOR also agrees to maintain and submit documentation that reflects pre- and post-test assessment and evaluation summaries of targeted audience. This documentation must be submitted as follows:

Pre-test documentation on: _____.

Post-test documentation on: _____.

PRORATION:

The Agreement is contingent upon there being no declared proration of funding by the State of Alabama. Should the BOARD be caused to incur any reduction in funding during the current fiscal year, the BOARD shall have the option of terminating this Agreement with no further obligation under this Agreement, as the effective date of termination.

In the alternative, the BOARD shall have the option to offer the CONTRACTOR a prorated amount of monies otherwise due and payable under this Agreement, the prorated amount to be determined by the BOARD. The parties understand and agree that no portion of this Agreement shall be interpreted as imposing any legal obligation to pay any funds beyond the _____ school year.

INDEPENDENT CONTRACTOR SERVICES

It is mutually agreed and understood by the parties to this Agreement that the services of CONTRACTOR are retained on an independent contractor basis and that all agents or employees of CONTRACTOR who may participate in performance of this Agreement are employed exclusively by CONTRACTOR and shall not be agents or employees of the BOARD.

HOLD HARMLESS

The CONTRACTOR agrees that it shall indemnify, defend and hold harmless the BOARD, its agents, servants and employees against any liability, loss, claims, damages, expenses, costs or causes of action that the BOARD, its agents, servants or employees may be subject to, or required or ordered to pay as a result of any action or inaction of the CONTRACTOR, or any of its agents, servants or employees.

ENTIRE AGREEMENT

This Agreement is a complete integration of and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to its subject matter. This Agreement may be amended only by an instrument in writing signed by the parties hereto. Further, this Agreement shall be

binding upon and shall incur to the benefit of CONTRACTOR and BOARD and their respective successors, heirs, or assigns, as the case may be.

ASSIGNMENT

It is expressly understood and agreed that the services provided by CONTRACTOR require special expertise. Neither this Agreement nor any duties or obligations under this Agreement shall be assignable or delegable by CONTRACTOR. In the event of an assignment or delegation by CONTRACTOR, this Agreement shall automatically become null and void.

LEGAL CONSTRUCTION

Should any one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality or unenforceability shall not effect any of the provisions of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it. Any ambiguities in this Agreement, or any amendment or exhibit hereto, shall not be resolved against the drafter but shall be construed in accordance with their fair meaning. The parties hereto additionally acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement.

FINGERPRINT BACKGROUND CHECKS

CONTRACTOR agrees that the CONTRACTOR, each employee, agent or independent contractor of the CONTRACTOR that will be used to provide services to the BOARD under this Agreement will have passed a fingerprint-based criminal background check utilizing both the Alabama Bureau of Investigations and Federal Bureau of Investigations fingerprint databases. The CONTRACTOR further agrees that it will be responsible for the fingerprinting of all current and future employees, agents or independent contractors who will provide services to the BOARD under this Agreement.

CONTRACTOR further agrees that it will bear all costs and expenses associated with obtaining the fingerprints and conducting the fingerprint checks in the ABI and FBI systems. Within ten (10) days of the date this Agreement was made, the President of CONTRACTOR, or a representative thereof with

similar managerial authority, will submit an affidavit under oath to the BOARD, in a form satisfactory to BOARD, that CONTRACTOR is satisfying the above requirements concerning fingerprint-based criminal background checks.

CHOICE OF LAW

It is expressly agreed and stipulated that this Agreement shall be deemed to have been made and to be performable in the State of Alabama, County of Mobile, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Alabama. Venue and jurisdiction shall be proper only in the Federal and State Courts located in Mobile, Alabama.

CHOICE OF FORUM

It is further expressly agreed and stipulated by the parties to this Agreement that should it be necessary to bring any action at law as a result of, or related to, this Agreement, such actions shall be brought in Mobile County, Alabama.

ATTORNEY FEES AND COSTS

In any action or proceeding arising out of this Agreement, or in any activity associated with any legal efforts to prevent or terminate any breach of this Agreement or to otherwise enforce the rights hereunder at law or in equity, the prevailing party or parties shall be awarded its or their reasonable attorney fees and costs.

COMPLIANCE WITH APPLICABLE LAWS

The parties hereto will comply with the requirements of applicable laws, rules, regulations and orders of all governmental authorities.

HEADINGS

The headings of the articles and sections of this Agreement have been inserted for convenience or identification only and shall be of no effect in the construction of this Agreement

NOTICE

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when either (1) hand delivered to the party's representative below designated by signature, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return receipt required, to the party's representative below designated by signature, at the address set forth herein, or at such other address as a party hereto shall have specified by written notice to other party hereto delivered in accordance herewith.

THIRD PARTIES

Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any rights, licenses, powers, privileges or remedies. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty of a party hereto to a non-party to this Agreement.

SURVIVAL

The representations, warranties and covenants contained or made in this Agreement shall survive the termination of this Agreement, and the performance of the work contemplated by this Agreement.

WAIVER

The waiver by a party hereto of a breach or violation of any provisions of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach or violation thereof or a waiver of a breach or violation of any other provision hereunder or the entire Agreement.

DONE this _____ day of _____, 200____, in the City of Mobile, County of Mobile,
State of Alabama.

**BOARD OF SCHOOL COMMISSIONERS
OF MOBILE COUNTY**

By: _____

HAROLD W. DODGE

As its Secretary and Superintendent of Schools

[NAME OF CONTRACTOR]

By: _____

[PRINT/TYPE NAME HERE]

As its _____